



December 28, 2011

Chief, section of Administration Office of Proceedings Surface Transportation Board Washington, D.C. 20423

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------ Hind LOTORTATION BOARD

**Documentation for Recordation** RE:

Dear Section Chief:

I have enclosed an original and one copy/counterpart of the document(s) described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Commercial Security Agreement: a Commercial document dated December 28, 2011.

The names and addresses of the parties to this document are state as follows:

Grantor: Independent Locomotive Service, Inc.

Holder: Community Pride Bank

1441 Bunker Lake Blvd. NE Ham Lake, MN 55304

A description of the equipment covered by this document is as follows:

ILSX – 1337 – SD-40-20, ILSX – 1335 – GP-9, ILSX – 1334 – GP-9, ILSX - 1333-GP-9, ILSX - 1332-GP-9 AND ILSX - 1331 - GP-9.

I have also enclosed my check in the sum of \$41.00 to cover the recording fee. Please return the original of said document, along with any copies not needed by the board, to 1441 Bunker Lake Blvd. NE., Ham Lake, MN 55304.

905 oth Wenue Court NE • PO Box 10 • Isanti, Minnesota 55040





14-1 Bunker Lake Boulevard NF • Ham Lake, Mantasota 55304

A short summary of the documents to appear in the index is stated as follows:

Commercial Security Agreement from Independent Locomotive Service, Inc. to Community Pride Bank. The secured property is:

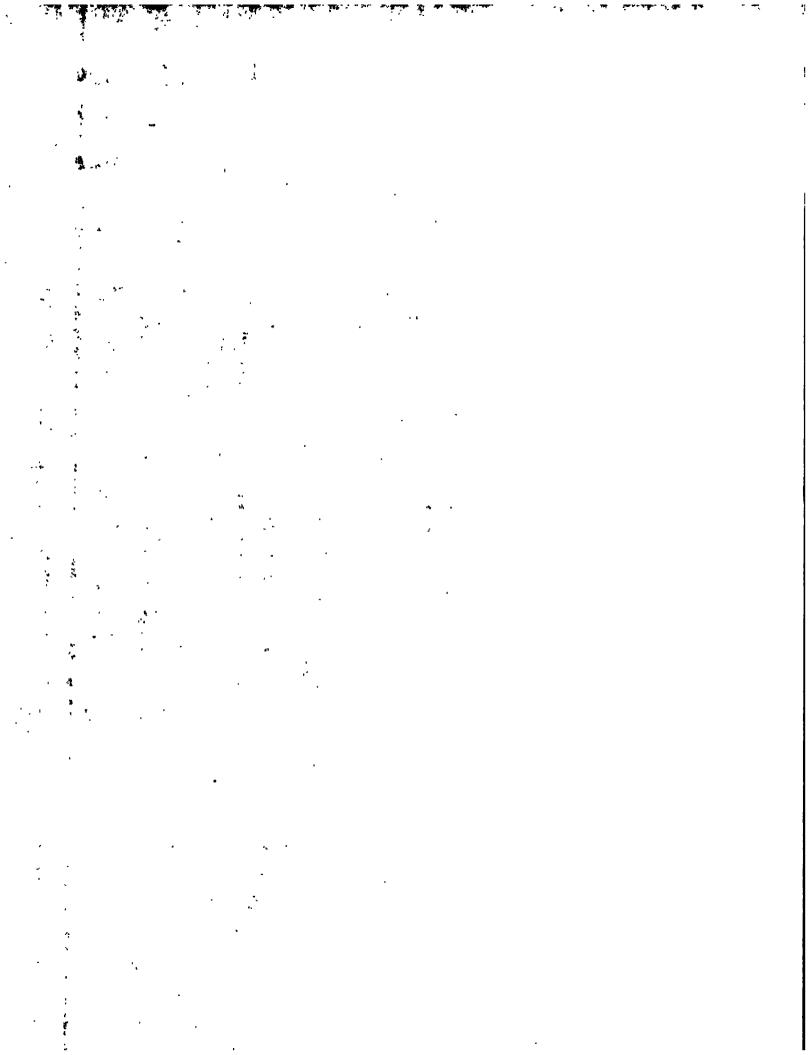
Please note that for your convenience, I have herewith enclosed a self-addresses stamped envelope for the return of the original document and recorded counterpart.

Most Sincerely,

Joseph D. Haag

Vice President

AND TOP AND AND AND THE	CHOLORD D. DOWL MAND ADDRESS							
DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS							
INDEPFNDENT LOCOMOTIVE SERVICE, INC. 121 MAIN STREET: PO BOX 79	COMMUNITY PRIDE BANK 1441 BUNKER LAKE BLVD. NE							
BETHEL, MN 55005	HAM LAKE NEL ASSOCIATION NO. 30076 PLED							
	REMINION NO. DOOT DIE							
	الا 2 0 12 –2 3 PM							
	20112 0 37 PM							
Type 🔲 individual 🗀 partnership 🐯 corporation 🗀	(2) 12 (12 -Z 37 1 m) (11 -Z 37 1 m)							
State of organization/registration (if applicable) MN								
☐ If checked, refer to addendum for additional Debtors and signatures.	CONTROL SPORTISTICAL SOLETO							
COMMERCIAL SECT								
COMMERCIAL SECURITY AGREEMENT The date of this Commercial Security Agreemeni (Agreemeni) is 12.28.2011								
· · · · · · · · · · · · · · · · · · ·	Secured Party under the terms of this Agreement and the payment and							
performance of the following described Secured Debts that (check one)								
Specific Debts. The following debts and all extensions, renewals,	(Borrower) owes to Secured Party							
Composite beauty the following denis and all extensions, tellewais,	remainings, income and replacements (describe).							
	, , , , , , , , , , , , , , , , , , , ,							
debt is unrelated to or of a different type than the current debt. Not SECURITY INTEREST. To secure the payment and performance of the Property described in this Agreement that Debtor owns or has sufficient Property is or will be located, and all proceeds and products of the Emprovements, and accessions to the Property, any original evidence performance of the Property. "Proceeds" includes anything acquired upon rights and claims arising from the Property; and any collections and until terminated in writing, even if the Secured Debts are paid and Secured PROPERTY DESCRIPTION. The Property is described as follows:  Accounts and Other Rights to Payment: All rights to payment, we for property or services sold, leased, rented, licensed, or assigned may have by law or agreement against any account debtor or oblige linventory: All inventory held for ulumate sale or lease, or which materials, work in process, or materials used or consumed in Debto Equipment; All equipment including, but not limited to, machiner and equipment, shop equipment, office and record keeping equipming the right to rechedule Debtor gives to Secured Party, but such a list is not instruments and Chattel Paper: All instruments, including negotific to rechedule Debtor gives to Secured Party, but such a list is not instruments, and Chattel Paper: All instruments, including, but not trademarks, trade secrets, goodwill, trade names, customer lists, adporting information provided in connection with a transaction re Documents: All documents of title including, but not limited to, bill Farm Products and Supplies: All farm products including, but produce, products, and replacements, all crops, annual or perennial other supplies used or produced in Debtor's farming operations of Government Payments and Programs: All payments, accounts, kind, deficiency payments, letters of entitlement, werehouse recording to the field of the field of the payments, and conservation reserve payments until timited to entitlements, securities accounts, commodity contracts, co	has been or will be supplied under contracts of service, or which are raw or's business.  ry, vehicles, furniture, fixtures, manufacturing equipment, farm machinery near, parts, and tools. The Property includes any equipment described in a necessary to create a valid security interest in all of Debtor's equipment, trable instruments and promissory notes and any other writings or records ugible and electronic chattel paper.  Innited to, tax refunds, patents and applications for patents, copyrights, permits and franchises, paymens intangibles, computer programs and all dating to computer programs, and the right to use Debtor's name. Its of lading, dock warrants and receipts, and warehouse receipts not limited to, all poultry and investock and their young, along with their is, and all products of the crops; and all feed, seed, fertilizer, medicines, and general intangibles, and benefits including, but not limited to, payments in ceipts, storage payments, emergency assistance and diversion payments, under any preexisting, current, or future federal or state government program, not limited to, certificated securities, uncertificated securities, securities accounts, and financial assets of demand, time, savings, passbook, and similar accounts.							
Specific Property Description: The Property includes, but is not li								
ALL BUSINESS ASSTS INCLUDING: PURPLIASS MAINEY INTEREST IN THE FOIL OWING & SPECIFIC LOCAMOTIVES. ILS	SX - 1337 - SD-40-20, ILSX - 1335 -GP-9, ILSX - 1334 - GP-8, ILSX - 1333-GP-8, ILSX - 1332-							
GP 9 AND H.SX - 1331 - GP 9.	in the sectorial from those all all from these all all from the sector from 1995.							
USE OF PROPERTY. The Property will be used for 🖸 personal 🏗 business 🖸 agricultural 🗆								
SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this \greement and acknowledges receipt of a copy of this Agreement.								
DEBTOR	SECURED PARTY							
INDEPENDENT LOCOMOTIVE SERVICE, INC.	COMMUNITY PRIDE BANK							
21 1.1 1 11 11	district their							
MICHAEL W NESBIT	THE PHO WASE							
VICE PRESIDENT	VICE PRESIDENT							
Mala nett								
MARK W NESBIT	•							
VICE PRESIDENT								



GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located in the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or

registration
WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as

the following warranties and representations which continue as long as this Agreement is in effect.

(1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business.

(2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;

(3) other than previously disclosed to Secured Party, Debtor haz not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictinous name, and

(4) Debtor does not and will not use any other name without Secured Party's none without Secured

Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to Torfenture or seizure.

DUTIES TOWARD PROPERTY. Debior will protect the Property and DUTIES TOWARD PROPERTY. Debtor will protect the Property and secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property. Secured Party has the right of reasonable access to inspect the Property including the right to require Debtor to averable and make the Property available to Secured Party Debtor will immediately notify Secured Party of any loss or damage to the Property Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access

which Debtor will allow Secured Party reasonable access
Debtor will not sell, offer to sell, locense, lease, or otherwise transfer or
encumber the Property without Secured Party's prior written consent. Any
disposition of the Property will violate Secured Party's rights, unless the
Property is inventory sold in the ordinary course of business at fair
market value if the Property includes chantel paper or instruments, either
as original collateral or as proceeds of the Property. Debtor will record
Secured Party's interest on the face of the chantel paper or instruments
If the Property includes accounts, Debtor will not settle any account for
less than the full value, dispose of the account without Secured Party's
prior written consent Debtor will collect all accounts in the ordinary
course of business, unless otherwise required by Secured Party. Debtor
will keep the proceeds of the accounts, and any goods returned to Debtor.

course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned stems. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request Debtor will give Secured Party all statements, reports, cernificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests Party requests
If the Property includes farm products, Debtor will provide Secured Party

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will be in default if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of seasons of the procession of the conversion of the conversion of the conversion of the seasons. wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and roducts of the Property to Secured Party. Debtor will provide Secured Party with any

notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SELURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with observations of control was the Description of Control was the with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires Debtor may choose the insurance compan, subject to Secured Party's approval, which will not be unreasonably withheld Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy Debtor will give Secured Party and the insurance provider unmediate totice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property II Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts Debtor will immediately notify Secured Party of the the Secured Debts Debtor will immediately notify Secured Party, or the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party may obtain insurance to protect Secured Party interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain of Debtor included the insurance. Debtor could obtain if Debtor purchased the insurance AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do

anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement If Secured Party performs for Debtor, Secured Party will use reasonable

care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property

section raty exercises esonatore care in the succepting of the Property or in the selection of a third party in possession of the Property Secured Party may enforce the obligations of an account debtor or other person obligated on the Property Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce

any security interest that secures such obligations
PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security nate secured Petrs with chairs and paid in full Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan Payments on the purchase money applied to the purchase money non-loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired if the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects No security interest will be terminated by application of this formula

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party.
- any debt or agreement Debtor has with Secured Party.

  (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;

  (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party strength Registration of the Property of Secured Party in the Property of Secured Party in option to any one or secret of the following.

- may at Secured Parry's option do any one or more of the following.

  (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate.
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion.
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of pre-erving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor.
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

  If Secured Party repossesses the Property or enforces the obligations of an

If Secured Party repossesses the Property or enforces the obligations of an account debtor. Secured Party may keep or dispose of the Property as provided by law Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent may prohibited by law, and then to the Secured Debts Debtor (or Borrower, if not the same) will be liable for the Jellu ency, if any By choosing any one os more of these remedies. Secured Party does not give up the right may use any other remedy. Secured Party does not waive a default by not using a remedy.

defaulthy not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one p rty is notice to all parties. Debtor agrees to sign, deliver, and tile any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreem. A and to confirm Secured Party's lien status on the Property.

UCC FINANCING ST. FOLLOW INSTRUCTIONS (from A. NAME & PHONE OF CONTA AUDREY 763-862-8500 B. SEND ACKNOWLEDGMENT COMMUNITY PRIDE 1441 BUNKER LAK HAM LAKE, MN 55	and back) CAREFULLY CT AT FILER (optional) TO: (Name and Address) BANK EBLVD. NE	3			Fili Fili Stat Pro	ng NO: 201126 ng Date: 2011/ ng Time: 9:28 te of Minnesot cessing Office d by: schdo01	/12/30 AM a : Secretary of State
						FILING OFFICE USE	ONLY
1. DEBTOR'S EXACT FULL LE	GAL NAME - insert only b	ne debtor name	(1a or 16) - do	not abbreviate or cor	mbine names	····	,
OR INDEPENDENT LOCOM			TFIRST NAME		MIDDLE	WARE	TSUFFIX
15 INDIVIDUAL'S LAST NAME	ī		PRIST RAME		MIDULE	NAME	SUFFIA
Ic. MAILING ADDRESS		·	CITY		STATE	POSTAL CODE	COUNTRY
21 MAIN STREET; PO BOX	79 D'LINFO RE [16. TYPE OF OR	GANIZATION	BETHEL	N OF ORGANIZATION	MN 19, ORG	55005	USA
OR	BANIZATION CORPORATI		MN		4B-18	-	NOT.E
2. ADDITIONAL DEBTOR'S E	KACT FULL LEGAL NAME	· insert only gar	debtor name	2a or 2b) - do not abl	breviete or comb	arie names	
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OR 2b. INDIVIOUAL'S LAST NAME	<del> </del>		FIRST HAME		MIDDLE	NAME	SUFFOX
Zc. MAILING ADDRESS	·		CITY	<del></del>	STATE	POSTAL CODE	COUNTRY
OR	D'I, INFO RE 120, TYPE OF OR GANIZATION	GANIZATION	21. JURISDIC 110	N OF ORGANIZATION	2g. ORG	AMERICANAL ID 8, 11 an	NOISE
3. SECURED PARTY'S NAM	<del></del>	EL or ABBIGHOR S	/P) - insert only <u>or</u>	g secured; ofly name (3)	or 3h)		C male:
3. ORGANIZATION S NAME COMMUNITY PRIDE B.	ANK — — — —						
UR L	OR 35. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
3c. MAILING ADDRESS	·····				10743	1000744 6005	COUNTRY
- 1441 BUNKER LAKE BLVD	. NE		HAM LAKE		MN	55304	USA
4. This Financing Statement of ALL BUSINESS ASSETS PURCHASE MONEY INTI GP-9, ILSX - 1333-GP-9,	INCLUDING:	ING 6 SPECIFI ILSX - 1331 -	C LOCOMOTI GP-9.	/ES: ILSX - 1337 - (	50-40-20, ILS)	K - 1335 -GP-9, ILS	SX - 1334-
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SEE ATTACHED ADDEN	THIM .						
SEE AT TACHEU ADDENDUM  5. ALTERNATIVE DESIGNATION (of applicable): DI LESSEELESSOR CONSIGNEE/CONSIGNOR DISALEE/BALOR SELLER-BLYER AG, LIEN NON-UCC FILING							
B. This FINANCING STATEMENT ESTATE RECORDS. ATTER	is to be filed (for record) (or re Addendum			REQUEST SEARCH REPO			MON-UCC FILING
8. OPTIONAL FILER REFERENCE DA	A						

## Filing NO: 201126687417

## INSTRUCTIONS

- INSTRUCTIONS

  1. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer.

  2. At the time of the original filing, filing officer will return the third (3rd) copy as an acknowledgment.

  3. When filling out this form be sure to indicate state name in appropriete space.

  4. Be sure to file this form with original financing statement.

## ADDENDUM TO UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

s	TATE OF	MINNESDIA	TOTAL NUMBER OF SHEETS2	40,000-1,010-10-10-10-10-10-10-1	
suf	ficient right	s in which to tran	hich this addendum is attached covers the types (and items) of property indicated below that asfer an interest, now or in the future, wherever the property is or will be located, and all proceed ted to, all parts, accessions to the property!	s and products of the	
<b>(X</b> )	Accounts	property or se	to Payment: All rights to payment, whether or not earned by performance, including, but not lis ervices sold, leased, rented, licensed, or assigned. This includes any rights and interests (incluses by law or agreement against any account debtor or obligor of Debtor.		
<b>(X</b> )	Inventory:		eld for ultimate sale or lease, or which has been or will be supplied under contracts of service rk in process, or materials used or consumed in Debtor's business.	e, or which are raw	
<b>X</b>	Equipment	equipment, sh	including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, lop equipment, office and record keeping equipment, parts, and tools. The property includes any e fula Debtor gives to Secured Party, but such a list is not necessary to create or perfect a valid securent.	quipment described in	
X	Instrument		aper: All instruments, including negotiable instruments and promissory notes and any other wr right to payment of a monetary obligation, and tangible and electronic chattel paper.	itings or records that	
( <b>X</b> 0	General In	trade secrets,	eral intangibles including, but not limited to, tax refunds, patents and applications for patents, co , goodwill, trade names, customer lists, permits and franchises, payment intangibles, compu ormation provided in connection with a transaction relating to computer programs, and the right to	ter programs and all	
X	Document	: All documents	of title including, but not limited to, bills of lading, dock warrants and receipts, and warshouse rec	eipts.	
X	Farm Prod	products, and	a: All farm products including, but not limited to, all poultry and livestock and their young, alor replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fer used or produced in Debtor's farming operations.	g with their produce, tilizer, medicines, and	
<b>X</b>	Governme	deficiency pay	Programs: All payments, accounts, general intangibles, and benefits including, but not limited yments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and exhibility contracts, and conservation reserve payments under any preexisting, current, or furogram.	diversion payments.	
X	investment	t Property: All inv	vestment property including, but not limited to, certificated securities, uncertificated securities, so ounts, commodity contracts, commodity accounts, and financial assets.	ecurities entitlements,	
<b>1X</b> 1	Deposit Ad	counts: All depos	sit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.		
INC	EPENDENT	LOCOMOTIVE SE		2 SHEET No.	
(1) FILING OFFICER COPY - ALPHABETICAL					
Ex	600 C19	89, 2000 Bankers Syst	tems, Inc., St. Cloud, MN Form UCC-ADD-LAZ 1/23/2001	'page I of 1)	